

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: April 24, 1997

INVITATION FOR BIDS
NO. IFB-97-190-Mo

SEALED BIDS
FOR
FURNISHING
AIR CARGO TRANSPORTATION SERVICE
TO
KALAUPAPA SETTLEMENT, MOLOKAI

will be received up to and opened at 10:00 a.m.

on

May 15, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Mr. Marc Yamamoto, telephone 586-0569, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-97-190-Mo

Name of Company

<u>Description</u>	<u>Estimated Monthly Load</u>	<u>Unit Bid Price</u>	<u>Estimated Monthly Bid Price</u>	<u>No. of Months</u>	<u>Estimated Annual Bid Price</u>
--------------------	---------------------------------------	---------------------------	--	--------------------------	---

Air Cargo Transportation
service, as specified
herein:

20,400 lbs \$_____/lb \$_____ x 12 \$_____

The following information is submitted, as requested:

1. Percentage of the unit bid price above that represents fuel: ____%

2. Type of aircraft(s) to be used:

a. _____

b. _____

3. References:

<u>Name</u>	<u>Address</u>	<u>Phone No.</u>	<u>Person to Contact</u>
-------------	----------------	------------------	--------------------------

a. _____

b. _____

c. _____

4. Insurance company: _____

5. Office location: _____

Contact person: _____ Telephone No.: _____

6. Location of refrigeration facilities: _____

7. Safekeeping procedures for payroll:_____

8. Copies of the following forms are attached hereto, as required:

/ <u> </u> /	FAA Form 8430-18	Air Carrier Operating Certificate
/ <u> </u> /	FAA Form 8400-8	Operations Specifications with the procedures for transporting Hazardous Materials
/ <u> </u> /	DOT Form OST F 4507	Registration, Reregistration & Amendments under Part 298 of the Economic Regulation of the Civil Aeronautics Board
/ <u> </u> /	DOT Form OST F 4520	DOT Certificate of Insurance
/ <u> </u> /	Certificate of Insurance issued by the Contractors insurance company	

Bidder _____

WAGE CERTIFICATE
(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE

November 1, 1996

SPECIFICATIONS

SCOPE OF WORK

Contractor shall provide all necessary labor, material, equipment, personnel and supervision to satisfactory perform air cargo transportation service from Honolulu, Oahu to Kalaupapa, Molokai as specified herein for the Department of Health, Hansen's Disease Program. All services rendered shall be in strict compliance with all Federal, State and County regulations governing air cargo transportation services.

DESCRIPTION

Load: Estimated average gross weight of 20,400 lbs. per month and 1,020 pounds per day.

Runway: 2,760 ft. paved, unlighted runway, no control tower facilities.

<u>Description of transport items:</u>	Fresh or frozen meat
	Fresh or frozen produce
	Milk and dairy products
	Fresh eggs
	Bread and bakery products
	Poi
	Laundry
	Payroll - cash and negotiable instruments
	Miscellaneous general cargo (perishables)

Refrigeration facilities must be available. Deliveries of perishable items for Kalaupapa will be made daily by various vendors to the Contractor's airport facilities. Contractor must be able to properly store all perishable items upon receipt until ready for delivery to Kalaupapa on the next schedule flight.

Payroll is issued two times a month. Contractor must have adequate security for safekeeping the payroll throughout its shipment. Contractor shall be responsible for the payroll from the time of receipt in Honolulu to delivery at Kalaupapa.

All Cargo Route. Air cargo transportation service requires Contractor's aircraft(s) to carry all classes, including hazardous materials. The carrier must be approved by the Federal Aviation Administration (FAA) to transport hazardous materials.

- a. A copy of the Air Carrier Operations Certificate (FAA Form 8430-18) with the Operations Specifications (FAA Form 8400-8 formerly FAA Form 1014 and 8400-7) shall be submitted with bid.
- b. Should the contractor surrender his certificate or should the Federal Aviation Administration suspend or revoke his certificate, this contract shall become null and void effective with the date of the loss of such certificate, without payment of any indemnity.

PERFORMANCE REQUIREMENTS

Except for weather or other causes beyond the control of the Contractor, the minimum level of acceptable performance is 96%.

Aircraft must meet FAA requirements for day IFR (Instrument Flight Rules) cargo carrying operations as specified in FAR 135. Also must be equipped and operated in compliance with the State of Hawaii requirements and Federal Aviation Regulation's 91 and 135.

SCHEDULE

Once a day, Monday through Friday, except State holidays, 7 a.m.- 11 a.m. and 12 p.m.- 1:30 p.m. A regular delivery schedule must be maintained. Schedules are based on block-to-block times.

Delivery of cargo must be made to the Kalaupapa airstrip once a day in accordance with the schedule as personnel meeting the aircraft(s) must load items onto trucks and deliver to the settlement. If the need arises and a second airplane is needed to transport cargo, both airplanes will be allowed to land at Kalaupapa to meet this delivery requirement.

The Contractor shall notify, by telephone, the Department of Health representative at Kalaupapa of any 30 minute variances from the regular delivery schedule. The Contractor will be assessed a penalty amounting to \$50.00 for failure to notify the representative at Kalaupapa of any delay (phone: 567-6320 or 567-6613).

The Contractor is permitted to flag stop Kalaupapa in the event of no freight available or in the event only a small amount of non-priority freight is on hand and by mutual agreement with the Department of Health representative in Kalaupapa.

CONTRACTOR'S RESPONSIBILITIES

1. All shipments are to be fully insured against loss, damage or theft for the declared value of the items being shipped, from the time the Contractor takes possession on Oahu until the shipment is turned over to the State on Kalaupapa.
2. All expenses and fees connected with aircraft operations.
3. Necessary arrangements and/or leases for use of airport facilities including landing, tiedown and hanger fees.
4. Loading and unloading aircraft of cargo up to maximum load carried.
5. A master air bill shall be submitted to the Department of Health's Kalaupapa Airport representative for each delivery made to Kalaupapa. The master air bill shall list the shipper, number of cartons shipped, cargo weight per shipper and the grand total of the cartons and the weight shipped.

RESPONSIBILITY AND LIABILITY OF CLAIMS

The Contractor will be responsible for any physical loss, damage or theft to the supplies and/or payroll during the period of warehousing and transportation from any cause whatsoever from the time the supplies and/or payroll are received until final delivery to the State.

SPECIAL PROVISIONS

SCOPE

The furnishing of air cargo transportation service from Honolulu (Oahu) direct to Kalaupapa (Molokai) for the Department of Health, Hansen's Disease Program shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii.

STATE'S COMMITMENT

In return for prices submitted, DOH, HDP, will purchase all of their requirements for air cargo transportation service from Honolulu (Oahu) direct to Kalaupapa (Molokai) from the successful low bidder. It is provided however, that when the quality level of service is not suited to the agency's purpose, an exception to this commitment may be granted to such agency by the Procurement Officer.

OFFICER-IN-CHARGE

For the purpose of this contract, the Designated Administrative Officer, Hansen's Disease Program, Department of Health, or his duly appointed representative is designated Officer-in-Charge. He may be contacted at telephone 735-2472.

TERM OF CONTRACT

Contract shall be for the twelve-month period commencing on July 1, 1997 and ending June 30, 1998.

The Contract may be extended by mutual agreement for a period not to exceed two additional twelve month periods or parts thereof provided that the contract price for the extended period shall remain the same or lower than the initial bid price or as adjusted in accordance with the Contract Price Adjustment provisions herein. The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

BIDDER QUALIFICATION

The Contractor must hold a valid Federal Aviation Administration Air Carrier Operating Certificate (FAA Form 8430-18) with Operations Specifications (FAA Form 8400-8) authorizing airplane and single engine and/or multi-engine land and cargo, and must have not less than two such aircraft registered and operating under its U.S. Department of Transportation Registration (DOT Form OST F 4507).

Representatives of the State of Hawaii may contact the bidder for determining his technical ability to perform the service. The operator may be required to furnish evidence of this ability to assure that the types and/or quantities of aircraft and aircraft equipment to perform in accordance with the proposal and will be available and properly maintained. The Procurement Officer may reject any bidder who in his opinion cannot perform all of the required work in accordance with the objectives and terms contained in the specifications and special provisions.

Bidder must have a permanent office location on the island of Oahu where he carries on his business and where he will be accessible to telephone calls for complaints or requests that need immediate attention.

Bidder shall have available for use a refrigeration facility to store the perishable items received until transported to Kalaupapa.

The State reserves the right to inspect bidder's facilities to determine acceptability under these requirements. Failure on the part of the bidder to meet these requirements shall be cause for rejection of bid.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1 is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Unit bid price must be an all inclusive unit price per pound price and shall include all applicable taxes and expenses incurred to provide services specified.

Miscellaneous Information. Bidder must submit the following information in the spaces provided on Offer Form page OF-2:

1. Fuel Costs: Percentage of the unit bid price that represents fuel costs. (Refer to Price Adjustment clause.)

If bidder does not furnish the percentage of the unit price bid that represents fuel costs, request for price adjustment will not be considered.

2. Aircraft: Type of aircraft(s) to be used in providing required services.
3. List at least three references for whom bidder has furnished air cargo transportation services. The State reserves the right to contact any of the references to inquire about bidder's performance.

Miscellaneous Information (continued)

4. Name of insurance company providing liability insurance required herein. A copy of the policy shall be submitted prior to the award of the contract.
5. Local Offices: Permanent office location, telephone number, and names of personnel to be contacted by the State, when necessary, for request that needs immediate attention.
6. Refrigeration Requirements: Location of refrigeration facilities to store perishable items.
7. Security Procedures: Describe the measures to be taken to secure and safeguard the payroll from receipt until delivery to Kalaupapa.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Hawaii General Excise Tax License. In accordance with Section 3.1A of the General Terms and Conditions, Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided of the OFFER FORM page OF-1.

Tax Equalization Provision. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Offer Guaranty. **A BID SECURITY DEPOSIT IS NOT REQUIRED FOR THIS BID.**

Tax Clearance. An **original** or **certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

Tax Clearance (continued)

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	July 1, 1996
IRS approval stamp date:	July 5, 1996
Tax clearance valid:	July 5, 1996 to August 18, 1996

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Insurance. The Offeror shall provide the requested insurance information on the appropriate OFFER FORM page.

References. The Offeror shall list on the appropriate OFFER FORM page at least three (3) references or state his experience in the services specified that will qualify his firm to perform the work specified.

The State reserves the right to contact the references provided and inquire about the Offeror's past job performances.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Section 2.8 of the General Terms and Conditions. Offeror shall complete and submit the attached Wage Certificate by which offeror certifies that services required will be performed pursuant to Section 103-55, H.R.S.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wages rates to public employees performing similar work during the contract period, the Contractor will be obliged to provide wages no less than those increased wages.

The Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

NUMBER OF TRANSPORT

The poundage of load transported per month is estimated. The monthly transport load should consist of approximately 20,400 lbs. No guarantee to transport and deploy the exact amount indicated is intended or implied. However, any increase during the contract period to the number of pounds shall be provided at the bid price per pound quoted on this offer form. In the event the estimated number of pounds indicated do not materialize, such failure shall not constitute grounds for equitable adjustment under this contract.

METHOD OF AWARD

Award, if made, will be to the responsible and responsive bidder submitting the lowest unit bid price per pound.

Prior to awarding the contract, the State will require certification of the following insurance coverages:

Worker's Compensation
Temporary Disability
Unemployment Insurance
Prepaid Health Care

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period as provided for in the General Terms and Conditions.

EXECUTION OF CONTRACT

The State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned within ten (10) days after receipt by the offeror as specified in Section 3.3 of the General Terms and Conditions. **NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.**

If the option to extend for each additional twelve-month period or part thereof is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract.

INSURANCE

The Contractor covenants and agrees to provide, prior to the commencement of work on the project, and to keep in force during the prosecution of such work, liability insurance in compliance with the regulations of the U.S. Department of Transportation, for the benefit of the State and the Contractor, protecting them against any liability whatsoever occasioned by accident on or about the project site or any appurtenances thereto. In addition, Contractor shall provide insurance against loss, damage, or theft of supplies or payroll cash or negotiable instruments) while in the possession of the Contractor. Such liability policy(s) shall be obtained and paid for by the Contractor.

The Contractor agrees to deliver to the State a certificate of insurance (DOT Form OST F 4521 and/or DOT Form OST F 4520) evidencing such insurance and a copy of the Registration (DOT Form OST F 4507).

INSURANCE (continued)

The policy or policies of insurance maintained by the Contractor shall provide the following minimum limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form) injury	\$300,000. combined single limit per occurrence for bodily and property damage.

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301 Hawaii Revised Statutes, if utilizing a insurance company not licensed by the State of Hawaii.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the State during the entire term of this contract. Upon request by the State, the Contractor shall furnish an entire copy of the policy or policies.

PRICE ADJUSTMENT

During the contract period the Contractor may request increase in contract price when substantial increase in the price of fuel is imposed on the Contractor by his supplier. Such request is subject to approval by the Procurement Officer, and must be made in writing to the Procurement Officer.

PRICE ADJUSTMENT (continued)

It is understood that approval, if any, will be granted in accordance with the following:

1. The following formula will determine the new price per pound:

$$\text{New price/pound} = Z + \frac{X^1 - X}{X} (Y*Z)$$

Where, Z = bid price/pound
X¹ = new fuel cost
X = old fuel cost
Y = percent of unit price bid that represents fuel

2. At the time of requesting a price increase, Contractor must document his costs for fuel both at the time he submitted his bid and at the time of requesting price adjustment. Documentation must verify that request for price increase is the result of increase in cost of fuel imposed on the contractor by his supplier subsequent to the bid opening date.
3. The Procurement Officer will not approve price increases earlier than six (6) months after the previous increase. Such approval, if granted, shall be made within 5 calendar days after receipt by the Procurement Officer.
4. No allowance shall be given for Contractor's increased labor or operating expenses.

In order to be considered for price adjustment, bidder must indicate on OFFER FORM page OF-2 the percentage of the unit price bid that represents fuel. The percentage will not change during the term of the contract, including the extension period, and will be used to calculate the increase in price allowed herein.

INVOICING

The Contractor shall submit monthly invoices, original and three (3) copies, reflecting the contracted price per pound to the following address:

Department of Health
Hansen's Disease Program
3650 Maunalei Avenue
Honolulu, Hawaii 96816

The invoice shall reference the contract number assigned and shall list the total number of cartons and the weight shipped for the period billed.

The tax clearance submitted with your invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after the award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of his employees from services rendered and to be rendered the State, upon request in writing by the Officer-In -Charge.

LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the contract that time shall be of the essence and that in case of failure on the part of the Contractor to complete service specified herein even for a single day, the State will be damaged thereby; the amount of said damages, being difficult of definite ascertainment and proof, it is agreed that the Contractor shall pay to the State as liquidated damages and not by way of penalty, the sum of FIFTY DOLLARS (\$50.00) per scheduled calendar day for each and every violation by the Contractor in failing to perform in whole or in part any of its obligations hereunder, which liquidated damages may be deducted from any payments due or to become due to the Contractor.

INSPECTION

The State reserves the right to inspect the Contractor's performance during the progress of the work and until final completion to ensure compliance to the General Terms and Conditions, Specifications, and Special Provisions of this Contract. The Officer-In-Charge shall conduct periodic inspections and may require the presence of the Contractor. In such event, the Officer-In-Charge will make arrangement with the Contractor for this toured inspection.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and the General Terms and Conditions herein, in addition to the recourse state in Section 6.11 and 6.17 of the General Terms and Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are no applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

FURNISHING AIR CARGO TRANSPORTATION SERVICE
TO KALAUPAPA SETTLEMENT, MOLOKAI
IFB-97-190-Mo

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	
Fax No.: _____	_____ Exact Legal Name of Offeror
Payment address, if other than street address at right:	_____ Authorized Signature (Original)
_____	_____ Title

Hawaii General Excise Tax Lic. I.D. No.: _____	_____ Street Address
Social Sec. or Federal I.D. No.: _____	_____ City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ____ Individual ____ Partnership ____ Corporation ____ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ____ Yes ____ No